

Below is a judgment of the court. If the judgment is for money, the applicable judgment interest rate is: As noted in the Judgment below.

  
TRISH M. BROWN  
U.S. Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF OREGON

In re	
Sean Perry Clark and Lisa Marie Clark,	Case No. 19-33355-tmb13
Debtors.	
Sean Perry Clark and Lisa Marie Clark,	Adversary Proceeding
Plaintiffs,	Case No. 19-03131-tmb
v.	
InRoads Credit Union,	STIPULATED JUDGMENT OF NON-
Defendant.	DISCHARGEABILITY OF DEBT IN
	FAVOR OF INROADS CREDIT UNION

Based on the settlement between the parties as evidenced by the Stipulation endorsed hereon; it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

1. The advance obtained by Plaintiffs on July 2, 2019 in the amount of \$4,320.00 (the "Advance") pursuant to the VISA account agreement (the "Contract") from the Defendant is hereby declared nondischargeable under 11 U.S.C. § 523(a)(2)(C)(i)(II).

2. Plaintiffs shall pay the Advance by making monthly payments of \$150.00 per month on the first day of each month starting one (1) month after entry of the discharge order, and continuing each month thereafter until paid in full. The Advance shall not accrue interest until the Plaintiffs' bankruptcy case referenced above (the "Main Case") is discharged ("Discharge Date"). In the event Plaintiffs fail to make payments as agreed, all interest from the date of the Advance will be due and owing. After discharge the Advance will accrue interest at the contract rate of 8.99%.

3. Defendant shall not add attorney fees incurred in this case prior to discharge to the Advance. After the Discharge Date, the parties' Contract terms shall remain in full force and effect, including but not limited to, the addition of attorney fees incurred by the Defendant before and after discharge.

4. This Judgment shall be enforceable and shall survive any conversion of the Main Case to another chapter under Title 11 of the U.S. Code or any dismissal of the Main Case. If the Main Case is dismissed, Defendant shall retain all legal rights and remedies under its Contract with Plaintiffs.

# # #

**IT IS SO STIPULATED:**

HACKETT LAW FIRM, LLC

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